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JUN 10 '03 12:46 PM

SURFACE TRANSPORTATION BOARD

June 10, 2003

Recordation No. 22545-R

Dear Mr. Williams:

On behalf of Victory Receivables Corporation, I submit for filing and recording under 49 U.S.C. § 11301 (a) and the regulations applicable thereunder, executed counterparts of a secondary document, not previously recorded, entitled Amendment to Security Agreement Supplements Nos. 1 through 16, Inclusive ("Amendment") dated as of June 6, 2003.

The parties to the enclosed Amendment are:

ABN AMRO Bank N.V.,
as assignee of Dow Railcar Statutory
Trust-1999, not in its individual capacity,
but solely as lessor (together with its successors and
assigns, "Debtor")
Suite 1500
208 South LaSalle Street
Chicago, IL 60604

ASSIGNEE/DEBTOR
(FOR INDEXING,
MORTGAGOR)

Victory Receivables Corporation
c/o The Bank of Tokyo-Mitsubishi, Ltd.
North American Investment Banking Division
1251 Avenue of the Americas
New York, NY 10020

SECURED PARTY
(FOR INDEXING
MORTGAGEE)

The said Amendment, among other things, acts to delete after the first referenced date in the first sentence of the introductory paragraph all text and replace it in Security Agreement Supplement Nos. 1 through 16 and should be recorded under the next available letter under Recordation No. 22545, which letter we believe is "-R."

The equipment is not changed by the Amendment.

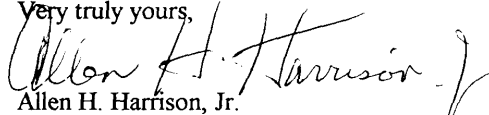
A short summary of the Amendment to appear in the Surface Transportation Board Index is as follows:

"Deletes and replaces certain text in introductory paragraph in Security Agreement Supplements Nos. 1 through 16, no change in equipment."

Enclosed is a check in the amount of thirty (\$30.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter from the Surface Transportation Board acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Allen H. Harrison, Jr.", with a stylized flourish at the end.

Allen H. Harrison, Jr.

Attorney for Victory Receivables Corporation,
for the purpose of this filing.

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

EXECUTION VERSION

**AMENDMENT TO SECURITY AGREEMENT SUPPLEMENTS NOS. 1 through 16,
INCLUSIVE**

June 6, 2003

Reference is made to Security Agreement Supplement No. 1 dated November 19, 1999, Security Agreement Supplement No. 2 dated November 19, 1999, Security Agreement Supplement No. 3 dated December 6, 1999, Security Agreement Supplement No. 4 dated December 6, 1999, Security Agreement Supplement No. 5 dated February 7, 2000, Security Agreement Supplement No. 6 dated March 6, 2000, Security Agreement Supplement No. 7 dated April 5, 2000, Security Agreement Supplement No. 8 dated April 5, 2000, Security Agreement Supplement No. 9 dated June 5, 2000, Security Agreement Supplement No. 10 dated June 5, 2000, Security Agreement Supplement No. 11 dated July 5, 2000, Security Agreement Supplement No. 12 dated July 5, 2000, Security Agreement Supplement No. 13 dated August 7, 2000, Security Agreement Supplement No. 14 dated September 5, 2000, Security Agreement Supplement No. 15 dated October 5, 2000 and Security Agreement Supplement No. 16 dated November 6, 2000 (each a "Security Agreement Supplement" and collectively, the "Security Agreement Supplements"), each between Dow Railcar Statutory Trust – 1999 ("Lessor") and Victory Receivables Corporation ("Secured Party") and relating to the Security Agreement dated as of November 19, 1999 between Lessor and Secured Party, as amended by that certain Amendment to Security Agreement dated as of June 6, 2003, the "Security Agreement").

BTM Capital Corporation, as Seller, ABN AMRO BANK N.V., as Buyer, Trust Company, Lessee, Lessor and Purchaser (each as defined in the Purchase Agreement) are parties to that certain Purchase and Sale Agreement dated as of June 6, 2003 (the "Purchase Agreement"). Pursuant to the Purchase Agreement and the Assignment and Assumption Agreements, Buyer is purchasing the rights and interests of Seller and assuming the obligations of Seller, Trust Company and Lessor (as defined in the Purchase Agreement) under the Operative Documents, and Seller, Trust Company and Lessor are selling and assigning such rights, interests and obligations to Buyer.

All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease.

Having this date executed and delivered this Amendment to Security Agreement Supplements Nos. 1 through 16, inclusive, and wishing to conform the Security Agreement Supplements to the amendments effected hereby, ABN AMRO BANK N.V., as assignee of DOW Railcar Statutory Trust – 1999, not in its individual capacity, but solely as Lessor and Secured Party hereby agree that each Security Agreement Supplement is hereby amended as follows:

- (a) The introductory paragraph is amended by deleting all text after the first referenced date in the first sentence and replacing it with the following:

22345-R
REGISTRATION NO. 22345-R FILED
JUN 10 03 12:46 PM
SURFACE TRANSPORTATION BOARD

"between ABN AMRO BANK N.V., as assignee of Dow Railcar Statutory Trust – 1999, not in its individual capacity, but solely as Lessor under Railcar Financing Lease Agreement, dated as of November 19, 1999 ("Debtor") and Victory Receivables Corporation, as secured party ("Secured Party")."

(b) The signature block is hereby deleted in its entirety and replaced with the following (and by their execution of this Amendment the parties shall be deemed to so have executed the Security Agreement Supplements):

"Dated: _____

ABN AMRO BANK N.V.,
as assignee of DOW Railcar Statutory Trust –
1999, not in its individual capacity, but solely
as Lessor

By: Elizabeth R. McClellan
Name: Elizabeth R. McClellan
Title: Vice President

By: Ruba Abozir
Name: Ruba Abozir
Title: Vice President

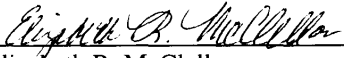
VICTORY RECEIVABLES CORPORATION
as Secured Party

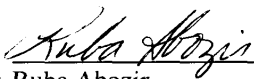
By: _____
Name: _____
Title: _____

[signature page follows]

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

ABN AMRO BANK N.V.,
as assignee of DOW Railcar Statutory Trust – 1999, not in
its individual capacity, but solely as Lessor

By: 
Name: Elizabeth R. McClellan
Title: Vice President

By: 
Name: Ruba Abozir
Title: Vice President

VICTORY RECEIVABLES CORPORATION,
as Secured Party

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

ABN AMRO BANK N.V.,
as assignee of DOW Railcar Statutory Trust – 1999, not in
its individual capacity, but solely as Lessor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

VICTORY RECEIVABLES CORPORATION,
as Secured Party

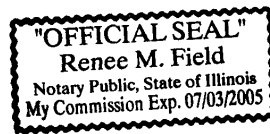
By: _____
Name: Dimitris Spiliakos
Title: Secretary

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 5th day of June, 2003, before me personally appeared in the City of Chicago, State of Illinois, Elizabeth R. McClellan, to me personally known, who being by me duly sworn, says that she is the Vice President of ABN AMRO Bank, N.V., that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public



[NOTARILA SEAL]

My commission expires:

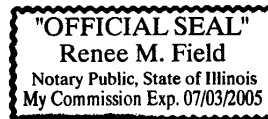
7-03-2005

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 5th day of June, 2003, before me personally appeared in the City of Chicago, State of Illinois, Ruba Abozir, to me personally known, who being by me duly sworn, says that she is the Vice President of ABN AMRO Bank, N.V., that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public



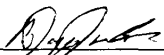
[NOTARILA SEAL]

My commission expires:

7-03-2005

STATE OF Massachusetts)
) SS
COUNTY OF Suffolk)

On this 6th day of June, 2003, before me personally appeared in the City
of Boston, State of Massachusetts, Dimitris P. Spiliakos, to me
personally known, who being by me duly sworn, says that ~~she~~/he is the
Secretary of Victory Receivables Corporation, that the foregoing
instrument was signed and sealed on behalf of said corporation, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARILA SEAL]

My commission expires: **R. Douglas Donaldson, III**
 NOTARY PUBLIC
 My commission expires Dec. 18, 2003